

RE: Case: 1584361809, 1584361806, 1584361811, 1584361819, 1584361815, 1584361829, 584361834, 1584361844, 1584361824, 1584361853

Screenshot of payment option selected, the payment option and the agreement to the lead purchase agreement. Lead Purchase agreement must be accepted in order to process a payment.

Payment Options

Manage the Payment Options for your Account

Manage Credit Cards

 Add a New Credit Card

Primary	Card Type	Last 4 Digits	Name on Card	Delete?
<input checked="" type="radio"/>	AMERICAN_EXPRESS	1002	Daniel Yomtobian Corp	Delete

Payment Options

☐ Automatic Post-Payment

CEE will automatically charge \$250 when your balance approaches your credit limit of \$250 (approaches= anywhere from \$165-250 in leads received), as well as whatever balance is due at the end of your billing cycle You can pause or terminate your account anytime regardless of which payment option you select.

☒ Automatic Pre-Payment:

CEE will automatically charge your card for the amount indicated (minimum \$500). This selection is ideal for clients with large enough volumes where the \$250 post-payment option causes a high volume of charges. You can pause or terminate your account anytime regardless of which payment option you select.

☐ Manual Pre-Payment:

Adds funds to your account (minimum order of \$500). Leads are delivered in real-time until your funds are depleted, then lead delivery is stopped. Lead delivery will resume when additional funds are deposited into your account. You can pause or terminate your account anytime regardless of which payment option you select.

Last Updated: January 31, 2020

THIS LEAD PURCHASE AGREEMENT (THE "AGREEMENT") IS ENTERED INTO, AS OF THE DATE OF YOUR ACCEPTANCE, BY AND BETWEEN CLEAN ENERGY EXPERTS, LLC (THE

☒ I agree to the above lead purchase agreement.

Save Payment Options

THIS LEAD PURCHASE AGREEMENT (THE “AGREEMENT”) IS ENTERED INTO, AS OF THE DATE OF YOUR ACCEPTANCE, BY AND BETWEEN CLEAN ENERGY EXPERTS, LLC (THE “COMPANY”) AND YOU (THE “MERCHANT”). BY AGREEING TO THE TERMS SET FORTH HEREIN YOU ATTEST THAT YOU HAVE THE AUTHORITY TO MAKE THIS AGREEMENT ON BEHALF OF MERCHANT. ACCORDINGLY, THE COMPANY AND MERCHANT JOINTLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. SERVICES.

Per the terms of this Agreement, the Company shall use commercially reasonable efforts to supply Merchant with Leads. Company shall submit via email, XML feed or browser post (as selected by Merchant pursuant to the terms of this Agreement) any Leads generated pursuant to this Agreement to Merchant after verifying such Leads in accordance with applicable Company standards and internal processes.

2. DELIVERABLES.

A “Lead” shall be the contact information for a potential customer (whether or not such potential customer becomes an actual customer of Merchant). The Company shall use commercially reasonable efforts to include the following information for each Lead: name, address, contact information, and any other information provided by the Company in its sole discretion based on the project type, as of the time such information is supplied and submitted to the Company by the potential consumer.

Leads shall be filtered based on the filtering criteria (project type, customer location, and any other project specific criteria) selected by Merchant via the online portal (the “Filtering Criteria”). Merchant may modify the Filtering Criteria via (i) the online portal at any time or (ii) by written communication to the Company and confirmed by the Company (a “Confirmed Communication”). All lead filtering is done based on data submitted by the potential customer whether or not that data is proven to be accurate. In certain instances, the Company may update customer data based on information provided, in an effort to ensure increased accuracy of such data.

For any non-exclusive Lead provided to Merchant, the Company may sell or otherwise dispose of such non-exclusive Lead to up to 3 additional providers of the same products/services as Merchant. For any exclusive Lead provided to Merchant, the Company may sell or otherwise dispose of such exclusive Lead to Merchant only. Merchant may return a Lead in accordance with the Company's then applicable Lead Return Policy, which may be revised from time to time in the sole discretion of the Company.

3. PAYMENT.

The Company shall supply Leads to Merchant, at the Company's sole discretion, based on (i) Merchant's then available account balance with the Company (the "Merchant Account") and (ii) the Merchant's current price per Lead (the "Lead Price") bid as selected by Merchant via the online portal or a Confirmed Communication. The Merchant Account shall be reduced by the applicable Lead Price for each Lead submitted to Merchant according to delivery methods provided by Merchant, regardless of whether or not the Merchant receives or acts on the lead. Merchant may chose to add to its Merchant Account via the online portal or at the sole discretion of the Company.

Merchant shall pay the Company the applicable Lead Price, as selected by Merchant via the online portal or a Confirmed Communication, for each Lead submitted to Merchant (collectively, the "Lead Fees"). Merchant shall not be required to pay for Leads that have been returned by Merchant, and accepted as a valid return by the Company, pursuant to the Company's then applicable Lead Return Policy. In the event of a dispute with respect to the number of Leads and qualification level of Leads submitted to Merchant, the Company's tracking and computer systems shall control.

Unless specified otherwise in writing signed by the Company and Merchant, Merchant shall pre-pay for all Leads ordered. For any Lead Fees not pre-paid by Merchant, the Company may invoice Merchant, semi-monthly, requesting payment of such unpaid Lead Fees incurred during the applicable period. Merchant shall pay the Company the unpaid Lead Fees upon receipt of such invoices, unless another payment date is set forth in writing by Company and Merchant.

The Company reserves the right to withhold any Leads or its performance under this Agreement if the Company has not been paid in accordance with the terms set forth herein.

4. MODIFICATION.

Merchant may modify the applicable Lead Price and Filtering Criteria and add to its Merchant Account at any time via (i) the online portal or (ii) by a Confirmed Communication. Such modified terms shall become part of this Agreement. In the event of conflicting changes by Merchant, the Company shall implement the most recent change by Merchant to Merchant's service account. Merchant acknowledges that any such changes may affect the supply of Leads to Merchant. Notwithstanding any modifications made by Merchant to its account, this Agreement shall govern the purchase of all Leads by Merchant from the Company.

5. MERCHANT REPRESENTATIONS & COVENANTS; INDEMNIFICATION.

Merchant represents and warrants that it has full power, right and authority to enter into and carry out its obligations and grant the rights and licenses under this Agreement and that this Agreement constitutes a valid and binding obligation of the Merchant, enforceable against Merchant in accordance with its terms.

Merchant shall ensure that all Leads (and all corresponding underlying Lead information) provided hereunder are used, contacted (via direct mail, email or telephone), maintained and accessed by Merchant and/or Merchant's affiliates in compliance with applicable law, including without limitation, the Telemarketing Sales Rule (as amended), the Telephone Consumer Protection Act of 1991, and the CAN-SPAM Act of 2003.

Merchant (a) represents and warrants that it has all applicable licenses, applicable insurance (including, without limitation, Workers Compensation and Commercial General Liability Insurance), certifications and accreditation, required to perform the work intended for the Leads and (b) shall bear the obligation to make all filings and obtain and maintain any and all necessary and/or applicable governmental approvals or licenses relating to Merchant's business and for the use of the Leads in all such jurisdictions.

Merchant hereby agrees to defend and indemnify the Company against, and hold the Company harmless from, any loss, claim, cost, liability, suit, judgement or

expense (collectively, “Claims”), including court costs and reasonable fees of attorneys and other professionals, arising out of or in connection with any third party Claim arising from (a) a breach of this Agreement by Merchant or (b) any work (including, without limitation, marketing, installation and maintenance work) performed by Merchant, its agents, employees, subsidiaries and/or affiliates for any Lead provided by the Company. Merchant shall have sole control of such defense and the Company shall provide notice promptly to Merchant of any actual or threatened claim of which the Company becomes aware. No settlement may be consummated without the express written authorization of Company if the settlement will negatively impact the Company’s financial interest or reputation.

6. DISCLAIMER.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, (a) THE COMPANY PROVIDES NO ADDITIONAL WARRANTIES REGARDING THE LEADS AND THE COMPANY’S SERVICES OR THAT THE LEADS AND THE COMPANY’S SERVICES WILL RESULT IN ADDITIONAL BUSINESS OR REVENUE TO MERCHANT OR MERCHANT’S AFFILIATES AND (b) THE LEADS AND THE COMPANY’S LEAD SERVICES ARE PROVIDED “AS IS.” EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, OR IMPLIED, WHETHER OR NOT STATUTORY, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING, USAGE, OR TRADE. THE PROVISIONS OF THIS SECTION 6 ARE AN ESSENTIAL ELEMENT OF THE BENEFIT OF THE BARGAIN REFLECTED IN THIS AGREEMENT.

7. INTELLECTUAL PROPERTY.

The Company hereby grants to Merchant for the term of this Agreement a non-exclusive, non-transferable, limited license to use the Leads for purposes of contacting and soliciting such potential consumers about Merchant’s products/services only. Merchant shall have no rights to grant sublicenses or transfer the Leads without the prior express written approval of the Company. For the avoidance of doubt, the Leads are for the benefit of the Merchant and Merchant shall not transfer any Lead to a third party without the prior express written approval of the Company. Such license shall terminate immediately upon termination of this Agreement for any reason.

8. CREDIT CARD AUTHORIZATION. Merchant agrees to the payment conditions Merchant selects via the online portal or via Confirmed Communication. Merchant acknowledges that any credit card information provided to the Company is complete and accurate and that Merchant is authorized to use such credit card. Accordingly, Merchant authorizes the Company to (i) bill the credit card provided by Merchant for any and all charges and fees, including recurring payments, related to the purchase of Leads as provided in this Agreement and (ii) retain such credit card information until such time as Merchant revokes this authorization. Merchant understands that revoking authorization may be grounds for suspension of Merchant's account unless an acceptable alternative method of payment is established with the Company. Merchant agrees not to initiate a chargeback with respect to any Lead Fees with the credit card issuer unless Merchant has exhausted all attempts to resolve any disputes directly with the Company. You further understand that initiating a chargeback does not extinguish your obligation to pay. Merchant shall indemnify and hold the Company harmless against any liability pursuant to this credit card authorization.

9. TERMINATION.

This Agreement may be terminated upon thirty (30) days written notice to the other party; however, any termination shall not relieve the parties of any obligation accruing prior to the effective termination date. For the avoidance of doubt, Merchant shall pay the Company for any contracted but undelivered Leads during the termination notice period. Except as otherwise provided herein, termination of this Agreement shall terminate all further rights and obligations of the Company and Merchant hereunder provided that if such termination is based on a breach by a party hereto, the other party shall be entitled to pursue any and all rights it has to redress such breach in law or equity. Except as set forth herein, the provisions as set forth in Sections 5, 6, 8 and 10 herein shall survive the termination and expiration of this Agreement.

10. MISCELLANEOUS.

Independent Contractor. The relationship between the Company and Merchant

established by this Agreement is that of independent contractor and shall each conduct its respective business at its own initiative, responsibility and expense. Furthermore, the parties each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations.

Logo Usage. Merchant agrees that the Company may include Merchant's name, including any trade name, then-current trademark or service mark, and logo on the Company's (i) publicly available customer list and (ii) marketing materials.

Forum and Choice of Law. This Agreement, all claims or causes of action (whether in contract or tort) that may be based upon or arise out of or relate to this Agreement or relate to the negotiation, execution or performance of the Agreement (including an representation or warranty made in connection with this Agreement), and any additional or subsequent Lead purchases between the Company and Merchant hereunder shall be governed by, construed and interpreted in accordance with the laws of the State of California. This Agreement shall be deemed to have been entered into and performed in Los Angeles, CA, U.S.A.

Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County, CA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Limitation of Liability. EXCEPT IN CONNECTION WITH AN OBLIGATION OF INDEMNIFICATION CONTAINED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTIES' AGGREGATE LIABILITY TO THE OTHER PARTY AND ALL THIRD PARTIES,

INCLUDING ATTORNEY'S FEES, IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED AN AGGREGATE LIMIT OF THE TOTAL SUM OF LEAD FEES ACTUALLY PAID TO THE COMPANY BY MERCHANT PURSUANT TO THE TERMS OF THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE CLAIM GIVING RISE TO ANY SUCH LIABILITY, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. EXCEPT IN CONNECTION WITH AN OBLIGATION OF INDEMNIFICATION CONTAINED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE DAMAGES, OR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED, EVEN IF EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE DAMAGES WERE FORESEEABLE. NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COMPANY PURSUANT TO OR BASED ON THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE EARLIER OF (X) THE DATE OF LAST PROVISIONING OF LEAD SERVICES OR (Y) THE TERMINATION OF THIS AGREEMENT.

Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, representations, warranties, conversations, or discussions between the parties related to the Company's Lead services. Merchant acknowledges it has not relied on any representations or statements by the Company not included in this written Agreement. The parties hereto have voluntarily agreed to define their rights, liabilities and obligations respecting the Company's services exclusively in contract pursuant to the express terms and provisions of this Agreement and the parties hereto expressly disclaim that they are entitled to any remedies not expressly set forth in this Agreement.

Amendment. Merchant may modify the Filtering Criteria, from time to time, via (a) the Company's online client portal or (b) a Confirmed Communication. This

Agreement may be amended and revised in a writing signed by both parties (which may include, without limitation, email). From time to time, the Company may update or revise this Agreement. Your continued purchase of Leads (via either the Company's online client portal or a Confirmed Communication) constitutes acceptance of these changes. Terms of this Agreement are available anytime online at <http://www.cleanenergyexperts.com/client-portal-lead-purchase-agreement>.

Waiver. The failure of any party hereunder to insist upon strict performance of any terms or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such terms or provisions. Rather such terms and provisions shall continue and remain in full force and effect. No waiver shall be deemed to have been made unless the waiver is made in writing and signed by the party making the waiver.

Intent to Be Bound. MERCHANT ACKNOWLEDGES THAT MERCHANT'S ELECTRONIC SUBMISSION CONSTITUTES MERCHANT'S AGREEMENT AND INTENT TO BE BOUND BY THE TERMS HEREIN.

Severability. If any term or provision is held to be unenforceable or invalid to any extent, the remainder of this Agreement shall not be affected and each other term or provision of this Agreement shall be valid to the fullest extent permitted by law.

LAST UPDATED: May 5, 2014

Terms of Use

Welcome to cleanenergyexperts.com! Your use of this website (the “**Site**”) is subject to these Terms of Use (these “**Terms**”). By using the Site, you agree to be bound by, and use the Site in compliance with, these Terms of Use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SITE.

We may make changes to these Terms from time to time. It is your responsibility to review these Terms frequently and to remain informed of any changes to them. You agree that your continued use of the Site after any such changes have been published to the Site shall constitute your acceptance of the Terms as revised.

Special terms may apply to some services and activities offered on the Site. These terms are posted in connection with the applicable service. Any such terms are in addition to these Terms, and in the event of a conflict, prevail over these Terms.

PLEASE NOTE: SECTION 18 OF THESE TERMS OF USE CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER PROVISION. IT AFFECTS HOW DISPUTES ARE RESOLVED.

(2) LICENSE TO USE THE SITE

Subject to these Terms, we grant to you a limited, personal, non-exclusive, non-transferable license to use the Site for your personal use and not for resale or further distribution. Your right to use the Site is limited by the terms set forth in these Terms.

Except for your pre-existing rights and this license granted to you, we and our licensors retain all right, title and interest in and to the Site, including all related intellectual property rights. The Site is protected by applicable intellectual property laws, including United States copyright law and international treaties.

Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of the Site; (b) rent, lease or sublicense access to the Site; nor (c) circumvent or disable any security or technological features or measures of the Site.

(3) ACCESS TO THE SITE; MODIFICATIONS TO THE SITE

We do not provide you with the equipment to access the Site. You are responsible for all fees charged by third parties to access the Site (e.g., charges by internet service providers).

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Site without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

We also reserve the right, in our sole discretion, to reject, refuse to post, or remove any posting (including private messages) by you, and to restrict, suspend, or terminate your access to the Site at any time, for any or no reason, with or without prior notice, and without liability.

(4) SITE RESTRICTIONS

You must comply with all applicable laws when using the Site. Except as may be expressly permitted by applicable law or authorized by us in writing, you will not, and will not permit anyone else to: (a) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works; or other content made available on the Site ("Site Content") or compile or collect any Site Content as part of a database or other work; (b) use any automated tool (e.g., robots, spiders) to use the Site or store, copy, modify, distribute, or resell any Site Content; (c) rent, lease, or sublicense your access to the Site to another person; (d) use the Site or Site Content for any purpose except for your own personal use; (e) circumvent or disable any digital rights management, usage rules, or other security features of the Site; (f) use the Site in a manner that threatens the integrity, performance, or availability of the Site; or (g) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Site or Site Content.

(5) PRIVACY POLICY

We may collect, sell, rent or otherwise dispose of registration and other information about you through the Site. Our collection and use of this information is governed by our privacy policy, available [here](#) which is incorporated by reference herein (the "**Privacy Policy**").

(6) LINKING TO THIS SITE

If you link to this Site, you are permitted to link only to the home page at cleanenergyexperts.com. Deep linking to internal parts of this Site, framing of this Site as part of other Web sites, and in-line linking or any other manner of incorporating parts of this Site as part of another Web site is not permitted without our prior written consent.

(7) LINKS AND THIRD PARTY CONTENT

The Site may contain links to third party products, services, and Web sites. We exercise no control over the third party products, services, and Web sites and we are not responsible for their performance, do not endorse them, and are not responsible or liable for any content, advertising, or other materials available through the third party products, services, and Web sites. We are not be responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods or services available through the third party products, services, and Web sites.

(8) RESTRICTED AREAS OF THE SITE

Certain areas of the Site may be password restricted to registered users ("**Password-Protected Areas**"). If you have registered as an authorized user to gain access to these Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or the Site that is known to you.

(9) SUBMISSIONS

Users of the Site may have the opportunity to post information to the Site, including reviews, comments, and other information and materials. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties on the Site are those of the respective authors or producers and not of us or our sponsors or their respective shareholders, directors, officers, employees, agents, or representatives. We do not control the content posted by third parties via the Site and do not guarantee the accuracy, integrity or quality of such content. You understand that by using the Site, you may be exposed to content

that is offensive, indecent, or objectionable. Under no circumstances will we, our sponsors or their respective shareholders, directors, officers, employees, agents, or representatives be held liable for any loss or damage caused by your reliance on information obtained through the Site. It is your responsibility to evaluate the information, opinion, advice, or other content available.

You agree that we are free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send or provide to us (each, a **“Submission”**), including, without limitation, responses to questionnaires or through postings to the Site without further compensation, acknowledgement, or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Site and our products and services.

Furthermore, by posting any Submission on the Site, submitting information to us, or in responding to questionnaires or other means for providing Submissions to us, you grant us a perpetual, non-exclusive, fully paid, royalty-free, irrevocable, sublicenseable, worldwide license and right to display, use, perform, reproduce, modify, distribute and create derivative works of the Submission or information submitted in any media, software, or technology of any kind now existing or developed in the future.

BY POSTING OR PROVIDING ANY SUBMISSION OR OTHER INFORMATION, YOU REPRESENT AND WARRANT THAT PUBLIC POSTING AND USE OF YOUR SUBMISSION OR INFORMATION BY US WILL NOT INFRINGE ON OR VIOLATE THE RIGHTS OF ANY THIRD PARTY.

(10) USE POLICIES

You are solely responsible for any content and other material that you submit, publish or display on the Site or transmit to other members and/or other users of the Site.

You will not use the Site to: (a) upload, post, email, or otherwise transmit any Submission that contains unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm us or third parties in any way; (c) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (d) upload, post, email, or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (e) upload, post, email or otherwise transmit any Submission that infringes any patent, trademark, trade secret, copyright, or other right of any party; (f) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any

other forms of solicitation; (g) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; (i) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (j) “stalk” or otherwise harass another; or (k) collect or store personal data about other users.

(11) FEEDBACK

We may provide you with a mechanism to provide feedback, suggestions, and ideas, if you choose, about the Site (“**Feedback**”). You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future modifications to the Site. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner any for any purpose.

(12) INFORMATIONAL DISCLAIMERS RELATED TO YOUR USE OF THE SITE

Please note that some of the services provided on the Site are designed to provide consumers an opportunity to request information regarding certain products and services, including without limitation, solar energy. As a result, please note the following:

- The Site is a lead generation service that matches requests from potential customers with service providers that offer products or services that may be able to meet such potential customers request. We are not involved in the actual transaction between potential customers and service providers. Consequently, we cannot ensure that a transaction will occur. Further, if a transaction does occur between a potential customer who submits their information and a service provider with whom we work, we have no control over the quality, safety or legality of the item or service sold. If we are unable to match your request to businesses within our network, we retain the right to match you to businesses outside our network through our approved partners.
- The information furnished on the Site and any interactive responses are not intended to be professional advice and are not intended to replace personal consultation with a qualified home improvement service provider, solar energy specialist or other service professional. You must always seek the advice of a qualified professional for questions related to implementing and/or using energy-related products in your home. You should never disregard professional advice or delay in seeking professional advice related to your home or the implementing and/or using energy-related products in your home because of

something you have read on this site. The application of information on this Site may not be applicable to your specific circumstances.

- It is your responsibility to always confirm applicable licensing requirements with each service provider you talk to and the applicable state and local licensing authorities.
- While information on the Site has been obtained from sources believed to be reliable, neither we nor the content providers warrant the accuracy of product content, or other data of any nature contained on this website. Neither we nor the content providers guarantee that the content on this Site covers all possible uses, directions, precautions, or adverse effects that may be associated with any energy-related product.
- From time to time, we may offer visitors to this Site offers from third party marketing partners as a courtesy. Other than providing this third party offers to you, we are not associated with these third parties. Furthermore, we do not have control over the quality, safety or legality of the item or service sold via these third party offers and the inclusion of any third party offer does not imply endorsement by us. We disclaim all liability resulting from your submission of information via any third party offer provided on this Site.
- YOUR USE OF THIS SITE, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT ACCESSIBLE THROUGH THE SERVICE AND YOUR INTERACTIONS AND DEALINGS WITH ANY SERVICE PROVIDERS, IS AT YOUR SOLE RISK. THE SITE AND ALL CONTENT AVAILABLE ON AND THROUGH THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE AND OUR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICE OR YOUR ACCESS TO ANY CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE WILL CREATE ANY WARRANTY REGARDING SUNRUN THAT IS NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. WITHOUT LIMITING THIS SECTION, WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, OR USEFULNESS OF ANY INFORMATION CONTAINED OR REFERENCED ON THIS SITE, INCLUDING ANY DATA. TECHNOLOGY CHANGES FREQUENTLY AND THEREFORE INFORMATION CONTAINED ON THE SERVICE MAY BE OUTDATED, INCOMPLETE OR INCORRECT. WE DO NOT ASSUME ANY RISK WHATSOEVER FOR YOUR USE OF THE SITE OR THE DATA CONTAINED ON OR RESULTING FROM THE SITE OR YOUR REQUEST FOR SERVICE PROVIDER QUOTES.

(13) USERS UNDER AGE 13

It is our policy that visitors to the Site who are under the age of 13 should not post or provide information on the Site without the consent of their parents. The Child Online Privacy and Protection Act (COPPA) regulates online collection of information from persons under the age of 13. It is our policy to refrain from knowingly collecting or maintaining personal information relating to any person under the age of 18. If you are under the age of 18, please do not supply any personal information through the site. If

you are under the age of 18 and have already provided personal information through the site, please have your parent or guardian contact us immediately, so that we can remove such information from our files. You may contact us at the address below.

(14) SECURITY

We use reasonable security measures that are designed to protect personal information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please note, however, that no data security measures can be guaranteed to be completely effective. Consequently, we cannot ensure or warrant the security of any personal information or other information. You transmit personal information to us at your own risk.

(15) LIMITATION OF LIABILITY

NEITHER THE OWNERS OF THE SITE NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE OR ANY CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE MAXIMUM TOTAL LIABILITY OF THE OWNERS OF THE SITE AND ITS SUPPLIERS AND LICENSORS TO YOU FOR ALL CLAIMS UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$100. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(16) INDEMNIFICATION

You agree to indemnify and hold harmless the owners of this Site, its affiliates, its officers, directors, agents and employees against any asserted claims or suits made by any third party or any regulatory action brought by any entity, for any and all damages, losses, judgments, suits, claims or liabilities (including but not limited to reasonable

attorney's fees) arising from or relating to: (i) any actual or alleged breach of these terms by you and (ii) any content, data or material that you submit, post or otherwise provide to the owners of this Site.

(17) CHOICE OF LAW & LEGAL FORUM

These Terms, Privacy Policy and your use of the Site, including all claims or causes of action (whether in contract or tort) that may be based upon or arise out of or relate to the Terms, Privacy Policy and your use of the Site, will be governed by California law, excluding its conflict and choice of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms and the Privacy Policy or your use of the Site will lie in the State and Federal courts located in the State of California, and you irrevocably agree to submit to the jurisdiction of such courts. Our failure to enforce any right or provision in these Terms of the Privacy Policy will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. In the event that a court of competent jurisdiction finds any provision of these Terms or the Privacy Policy to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

(18) ARBITRATION

You agree that any dispute or claim arising out of your use of the Site, including any dispute or claim as to the application, enforceability, scope, or interpretation of this agreement to arbitrate, shall be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages), and must follow these Terms of Use.

Arbitration shall be administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014, and conducted by a single, neutral arbitrator. Arbitration shall take place by phone, unless an in-person hearing is requested by either party. In that case, the hearing shall take place in the county where you reside. To the extent this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply.

Disputes may also be referred to another arbitration organization if you and the Company agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act.

To start an arbitration proceeding, you must execute and serve a Demand for Arbitration on the Company by mailing it to insert address pursuant to the JAMS instructions. The Company will bear the cost of your initial filing fee.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(19) ENTIRE AGREEMENT

These Terms and the Privacy Policy contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, representations, warranties, conversations, or discussions between the parties relating to your use of the Site. You acknowledge that you have not relied on any representations or statements by the owners of this Site not included in these Terms and Privacy Policy. The Terms and the Privacy Policy may only be amended in a writing signed by the owners of this Site.

(20) UPDATES TO THESE TERMS

We may occasionally update the Site and these Terms. When we do, we will revise the "last updated" date on these Terms. You should check this Site and these Terms frequently to see recent changes. The then-current version of these Terms will supersede all earlier versions.

(21) CONTACTING US

If you have any questions or concerns about the Site or these Terms, you may contact us at contact@cleanenergyexperts.com.

Last Updated February 09, 2017